

TULARE COUNTY SUPERIOR COURT

REQUEST FOR PROPOSAL FOR JUVENILE DEPENDENCY COURT APPOINTED COUNSEL DECEMBER 10, 2001

1. Proposal

The Tulare County Superior Court (hereinafter referred to as Court) is accepting proposals for the provision of legal representation of indigent adults and all children in Welfare and Institutions Code section 300 juvenile dependency proceedings.

The purpose of this Request for Proposal (RFP) is to provide the Court with information needed to select the most qualified, efficient and cost effective provider of legal representation in dependency cases.

This RFP seeks to establish one comprehensive contract that will provide juvenile dependency representation for indigent parents, indigent guardians, appointment of guardian-ad-litem by the Court pursuant to California Code of Civil Procedure section 372 and all children

OR

one single contract that will provide juvenile dependency representation for indigent parents, indigent guardians, and appointment of guardian-ad-litem by the Court pursuant to California Code of Civil Procedure section 372 **and** a separate single contract that will provide juvenile dependency representation for all children.

Proposals are being solicited for a two and one half year contract commencing **January 1, 2003 through June 30, 2005**. A total lump sum fee bid for each year is required.

Costs incurred by bidders in responding to this RFP are entirely the responsibility of the bidders and will not be reimbursed.

Bidders should carefully review the information contained in this RFP to insure that only responsive proposals are submitted. The ability of the bidders to understand the duties and responsibilities of dependency representation and needed services, and to submit responsive

and cost-effective proposals, will be used as an indication of their ability to provide adequate and competent legal services if awarded the contract.

2. Proposal Evaluation Schedule

Release of Request for Proposal	December 10, 2001
Bidder' s Conference	January 17, 2002 at 3:00 p.m. Dept. 10, Tulare County Superior Court
Deadline for Proposal Submission	May 1, 2002
Evaluation Completed and Respondents Notified	July 1, 2002
Juvenile Dependency Service Commences	January 1, 2003

3. Services

The contractor must provide dedicated attorneys capable of handling cyclical and high volume caseloads within an organizational structure *that has one central authority responsible for the management of the attorneys.*

The contractor will provide attorneys who shall work full time providing legal representation to parties that they have been appointed to represent. The contractor specifically agrees that it is necessary for dependency attorneys to devote all of their professional attorney time to the representation of their dependency clients.

The full time legal representation provided by the attorneys shall be of high quality and will meet all constitutional, statutory, court rule, and case law requirements including, but not limited to, Welfare and Institutions Code section 317, Tulare County Superior Court Local Rule 1155 and California Rule of Court 1438. California Rule of Court 1438(c)(5) specifically states that the attorney for a child must have a caseload that allows the attorney to perform the duties required by Welfare and Institutions Code section 317(e) and this rule and to otherwise adequately counsel and represent the child. To enhance the quality of representation afforded to children, attorneys appointed under this rule must not maintain a minimum full-time caseload that is greater than that which allows them to meet requirements set forth in (3) and (4). Attorneys will be required to be members in good standing of the California State Bar. Litigation experience is preferred.

It is the contractors responsibility to secure representation for a party in the event the contractor cannot provide representation by reason of legal conflict of interest or other inability to act.

The contractor will substitute in as attorney of record for all dependency clients currently represented by the Tulare County Public Defender and Conflict Public Defender.

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The services which the contractor shall perform include, but are not limited to, the following:

1. Detention Hearing:

A. Before Hearing

1. Interview, counsel, and advise client
2. Investigate (review social worker's report, interview social worker, consult experts, research law, if child client, investigate other legal needs of the child)
3. Attempt settlement (negotiate with counsel and /or social worker, participate in settlement conferences if applicable)

B. During Hearing

1. Appear at hearing, advocate for appropriate findings and orders, if contested, put on case

C. Post Hearing

1. Counsel and advise client regarding hearing results and current options
2. Prepare and file writ, notice of appeal, and or request for rehearing, if any (if writ, see special practice areas.

2. Jurisdiction, Disposition, Six-Month, Twelve Month, Eighteen-Month, and Selection and Implementation Hearings:

A. Before Hearing

1. Interview, counsel, and advise client
2. Investigate (review social worker's report, interview social worker, consult experts, research law, etc.)
3. Attempt settlement (negotiate with counsel and/or social worker, participate in settlement conferences if available)
4. Prepare for trial (investigate facts, prepare witnesses, prepare trial brief, etc.)

B. During Hearing

1. Appear at hearing, advocate for appropriate findings and order, if contested, put on case

C. Post Hearing Activities

1. Counsel and advise client regarding hearing results and current options
2. Prepare and file writ, notice of appeal, and or request for rehearing, if any (if writ, see special practice areas
3. Prepare and file custody orders as ordered by the Court.

3.Special Practice Areas:

A. Petition for Extraordinary Writ (Rule 39.1B) or Traditional Writ

1. Prepare and file Notice of Intent to File Writ
2. Review record, outline argument, research law
3. Draft and file writ petition, including points and authorities
4. Prepare for and attend oral argument, unless waived by all parties

B. Mediation

1. Counsel and prepare client for mediation process
2. Attend mediation depending on Court policy
3. Counsel and advise client re results of mediation and current option

C. Motion Practice (including petitions for modification of court order under Welfare and Institutions Code section 388)

1. Legal research
2. Preparation and filing of original or responsive pleadings, including appropriate evidence and points and authorities
3. Settlement attempts (meet and confer with counsel and/or social worker, participate in settlement conferences if available)
4. Argue motion at hearing.

The services which the contractor shall provide include the following:

1. All clerical support services, office supplies, duplicating, library and legal reference materials, and travel to adequately and competently perform the services required by the contract.
2. All other support services including, but not limited to, investigators, expert witnesses, and medical and psychiatric experts other than those ordered by the Court, to adequately and competently perform the services required by the contract.
3. All office space, office furnishings, office equipment, telephone and other utility services required to adequately and competently perform the services required by the contract.
4. The contractor shall have a social worker component to assist in achieving resolution of family issues in an advocacy environment. While not every case will require these services, the Court expects them to be provided to facilitate the provision of services, the resolution of

issues, and education of parties.

If one attorney makes an appearance for another attorney, the attorney making the appearance must not have a conflict with the client. Furthermore, an attorney may not appear for another attorney if the appearing attorney has appeared previously, either generally or specially, for any other party in the case who has a conflict with the party the appearing attorney wishes to represent. An attorney making a special or courtesy appearance must be fully prepared to represent the party in court on that day as to both the facts and the law of the case.

Following an appointment, the Court may relieve the contractor of the duty of representation because of an actual or potential conflict of interest or for other good cause.

The contractor shall comply with Federal, State and County Equal Employment Opportunity requirements. The contractor shall not discriminate against any sub-contractor, employee, or applicant for employment because of age, race color, national origin, religion, sex/gender, sexual orientation, disability, medical condition, marital status or political beliefs, in violation of the law.

The contractor will be required to provide statistical information on a monthly basis to the Court on the following topics: numbers of represented children, numbers of represented adults, dismissals by month, number of appearances by hearing by month, number of attorney hours per represented individual and financial expenditures. The contractor will also provide any additional statistical information that may be required by the Court and/or the Administrative Office of the Courts.

The contractor will be required to maintain written books and accounts which identify all costs incurred, all disbursements of funds received by contractor under the terms of the contract. Such books, accounts and records shall be in a form and manner prescribed by the Court, shall be maintained for a period of not less than twelve (12) months following the conclusion of the term of the contract, and shall be subject to inspection and audit during the term of the contract and for a period of twelve (12) months thereafter by the Court or its authorized agent.

The contractor must agree to hold harmless the Court and its judicial officers and employees and will carry all necessary insurance at contractor's own expense as stated in Exhibit A attached hereto.

4. Background

Practice in the dependency departments of the Court differs from that of other departments. Dependency cases are emotionally difficult. Both parents and children are often in crisis. Child Welfare Service workers are confronted with very difficult decisions, a mandate to provide appropriate services in a short period, and overwhelming caseloads. While attorneys are always expected to vigorously represent the interests of the clients, it is also expected that

this be done with a sensitivity, professional courtesy and respect for all participants in the process. An escalation of the conflicts that are inherent to these types of cases is neither appropriate nor in the best interests of the children or parents.

The Court believes that the best interests of the child and family should be of primary consideration and is committed to the philosophy contained in Welfare and Institutions Code section 350(a)(1) that "except where there is a contested issue of fact or law, the proceedings shall be conducted in an informal non adversary atmosphere..."

The Tulare County Health and Human Services Agency is the petitioner in dependency cases. The Department is represented by County Counsel. Presently, the Tulare County Public Defender and Conflict Public Defender represent all parents, guardians, guardian-ad-litem appointed by the Court pursuant to California Code of Civil Procedure section 372, and all children.

One attorney is appointed to represent all of the children in a family unless there is a specific conflict requiring appointment of more than one attorney. In years past, the Tulare County District Attorney has represented the children. In rare cases adults are represented by retained counsel.

At this time, dependency matters are *usually* heard in one of the three juvenile departments five days a week (excluding holidays). Sometimes it is necessary to schedule and hear dependency cases in more than one department on the same day. The present schedule may change if the dependency caseload increases or if the Court establishes a juvenile dependency drug court. The Court does reserve the right to schedule dependency cases in any manner that best serves the interests of the Court, attorneys, and parties.

The contractor does agree that the attorney appointed to represent a party will appear, as needed, in each department of the Court each day the department is in session and it is necessary for the attorney to make an appearance.

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5. Statistical Information

The following statistical data is provided for information purposes only. Recent history regarding the number of appearances in relation to caseload may, or may not, be valid predictor of future-events. The dependency court is a dynamic system constantly undergoing change.

The following table illustrates by year new petitions filed, detention hearings, reviews and pre-trials. The statistics were provided by Tulare County Health and Human Services and do include appearances that were continued. Reviews include all review hearings pursuant to .21(e), .21(f), .26, 364 etc. Pre-trials include all pre-trials, jurisdiction and disposition. ***The Court represents that the statistics are only estimates.***

	1999	2000	2001 Jan-July
New Petitions	358	329	186
Detention	352	311	236
Reviews	2998	2288	1271
Pre-Trial, Jurisdiction, Disposition	897	759	567
Miscellaneous	33	24	34
Total children included in new petitions			434

The following information provides the ***approximate*** total number of open cases, total number of adult open cases, total number of children open cases, number of adults represented, and number of children represented by the Tulare County Public Defender and Conflict Public Defender in August 2001:

Open Cases: 1667

Open Adult Cases: 1053

Open Children Cases: 614

Number of Adults Represented: 1053

Number of Children Represented: 1144

6. Submission of Proposals

An original and nine copies of the proposal must be received by the Court by no later than 5:00 P.M. on May 1, 2002. Proposals should be submitted to:

LaRayne Cleek, Superior Court Administrator
Superior Court of California, County of Tulare
County Civic Center, Room 303
Visalia, CA 93291

Late proposals will not be accepted or considered. The Court will not be responsible for proposals delivered to a person or location other than that specified in this RFP. NO faxes will be accepted.

All proposals shall be submitted in a sealed envelope, clearly marked with the title of the proposal and signed by the bidder.

All responses to this RFP become the property of the Superior Court of California, County of Tulare. The Court will direct that all responses be held confidential from parties other than the Court until the selection of the successful bidder. The Court will not be held accountable if material from responses is obtained without the written consent of the bidder by parties other than the Court. After the final award has been made, all proposals shall be made available for public inspection.

7. Proposal Requirements

1. A cover letter to introduce the bidder and briefly summarize the proposal.
2. A comprehensive table of contents of material included in the proposal. This index must include a clear definition of the material and be identified by sequential page numbers.
3. A written statement explaining why the bidder desires to provide dependency legal services.
4. A detailed description of the bidder including background, experience, size and resources, and a concise statement of the bidder's qualifications for performing the requested services.
5. A description of the experience levels of the attorneys working under the contract.
6. A list of current or recent similar services performed previously for California jurisdictions, with appropriate Court or County contacts (names, position titles, and telephone numbers of those people who can give information on the bidder's experience and competence).
7. An organization chart depicting the roles, responsibilities and reporting relationships of

attorneys, social worker component and staff.

8. The number of attorneys, support and management staff paid for under the proposed contract.

9. A description of the caseload for each attorney and the rationale for the caseload (i.e. number of attorney hours per represented individual).

10. A description of the following plans: for provision of services to multiple parties in the same case; for securing representation for a party in the event the contractor cannot provide representation by reason of legal conflict of interest or other inability to act; for staffing each of the current dependency departments including pre- and post-jurisdictional and mediation, and such other departments as may be established in the future, such as dependency drug court.

11. A proposed cost and payment schedule for the scope of work and services requested by this RFP. The costs should include all costs of representation, administration and operation, except for medical and psychiatric expenses ordered by the Court. The cost of expert witnesses, social workers, investigators, medical and psychiatric services that are not court ordered, and other ancillary service providers should be included and disclosed in the proposed cost of representation.

8. Acceptance of Conditions

By submitting a proposal, the bidder affirms that he/she accepts the following conditions, any of which may be included in the contract to be entered into between the Court and the bidder:

1. The Court may require whatever supporting documentation it deems necessary relative to the bidder's financial ability to complete the contract.

2. The Court reserves the right to ask for any further information from the bidder either in writing or orally.

3. The Court may select a bidder from those submitting proposals. However, the Court reserves the right to reject all proposals.

4. The Court may cancel this project without any cost or obligation at any time up until the award of the contract. In the event agreement cannot be reached with the selected bidder, the Court reserves the right to select an alternative bidder.

5. The Court reserves the right to award a contract to the bidder that presents the proposal, which in the sole judgment of the Court, best accomplishes the desired results. The Court also reserves the right to reject any or all proposals, to waive minor irregularities, or to negotiate

minor deviations with the successful bidder.

9. Bidder's Conference

A bidder's conference will be convened by the Court prior to the RFP submission deadline to clarify any questions that bidders may have regarding the RFP. Any clarification of RFP requirements resulting from the bidder's conference will be put in writing by the Court. Anyone not attending the bidder's conference is responsible for obtaining the written clarifications from the Court. All bidders are urged to attend the bidder's conference. Staff may not be available to answer further questions after the bidder's conference.

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EXHIBIT A

Prior to approval of this Agreement by COURT, CONTRACTOR shall file with the Court Executive Officer, evidence of its compliance with the requirements of Labor Code Section 3700 relating to worker's compensation benefits and policies of insurance, or certificates thereof, issued by companies licensed to transact business in the State of California providing comprehensive liability insurance with combined single limit of liability coverage of at least ONE MILLION DOLLARS (\$1,000,000.00) per single occurrence, comprehensive automobile liability insurance coverage with combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00), and a policy of professional liability insurance, or certificates, with primary and/or excess limits of at least ONE MILLION DOLLARS (\$1,000,000.00) per occurrence. The insurance coverage shall insure against errors and omissions of the CONTRACTOR covering all of its activities under this Agreement and any extension thereof. Such policies shall name the Superior Court of California, County of Tulare, its judicial officers, officers, agents, and employees as additional insured. The insurance coverage shall be issued at the expense of and maintained by the CONTRACTOR during the entire term of this Agreement and any extension thereof. Said policy shall provide that insurance carrier notify COURT of any cancellation or material change in coverage within ten (10) days prior to effective date.

If, by mutual agreement between the COURT and the CONTRACTOR, one or more of the above types of insurance is not necessary, than CONTRACTOR will not be required to furnish such coverage.